

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LEGEND PICTURES, LLC,

PLAINTIFF,

V.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE A,

DEFENDANTS.

CASE No.: 23-CV-16808

JUDGE CHARLES P. KOCORAS

MAGISTRATE JUDGE MARIA VALDEZ

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, Legend Pictures, LLC's ("Legendary" or "Plaintiff") Motion for a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Plaintiff's Motion for Entry of a Preliminary Injunction against the defendants identified on Schedule A (collectively, the "Defendants") and at least using the online marketplace accounts identified on Schedule A (the "Defendant Internet Stores" or "Seller Aliases"), and this Court having heard the evidence before it hereby GRANTS Plaintiff's Motion in its entirety.

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. "In the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state)." *Am. Bridal & Prom Indus. Ass'n v. P'ships & Unincorporated Ass'ns Identified*

on Schedule A, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). In this case, Plaintiff has presented screenshot evidence that each Defendant is reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can and do purchase products using counterfeit versions of Plaintiffs' Copyrights (collectively referred to as "Defendant Internet Store" or "Seller Aliases"). See Docket No. 10, Exhibit 1 to the Declaration in Support of the Motion for Temporary Restraining Order, which includes screenshot evidence confirming that each defendant online marketplace account does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing versions of the Trick 'r Treat Copyrights ("TRT Copyrights").

THIS COURT FURTHER FINDS that injunctive relief previously granted in the Temporary Restraining Order ("TRO") should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Plaintiff's previously granted Motion for a Temporary Restraining Order establishes that Legendary has a likelihood of success on the merits; that no remedy at law exists; and that Legendary will suffer irreparable harm if the injunction is not granted.

Specifically, Legendary has proved a *prima facie* case of copyright infringement because Legendary has shown: (1) valid ownership in the TRT Copyrights; and (2) copying of constituent elements of the work that are original. Furthermore, Defendants' continued and unauthorized use of the TRT Copyrights irreparably harms Legendary through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage; and, therefore, Legendary has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions.

Accordingly, this Court orders that:

1. Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be temporarily enjoined and restrained from:

- a. using Plaintiff's TRT Copyrights and/or any reproductions, counterfeit copies or colorable imitations thereof, in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Legendary product or not authorized by Legendary to be sold in connection with Plaintiff's TRT Copyrights;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Legendary product or any other product produced by Legendary, that is not Plaintiff's nor produced under the authorization, control or supervision of Legendary nor approved by Legendary for sale under Plaintiff's TRT Copyrights;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Legendary, or are sponsored by, approved by, or otherwise connected with Legendary;
- d. further infringing Plaintiff's TRT Copyrights and damaging Legendary's goodwill;
- e. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Legendary, nor authorized by Legendary to be sold or offered for sale, and which bear any of Plaintiff's TRT Copyrights, and/or any reproductions, counterfeit copies, or colorable imitations thereof;
- f. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Internet Stores or any other domain name or online marketplace account

that is being used to sell, or is the means by which Defendants could continue to sell Counterfeit TRT Products; and

- g. operating and/or hosting websites at the Defendant Internet Stores and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's TRT Copyrights or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Legendary product or not authorized by Legendary to be sold in connection with Plaintiff's TRT Copyrights.

2. Those in privity with Defendants and with actual notice of this Order, including but not limited to, Alibaba Group Holding Ltd., Alipay.com Co., Ltd. ("Alipay"), AliExpress, Inc. ("AliExpress") and any related Alibaba entities (collectively, "Alibaba"), eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), Payoneer, Inc. ("Payoneer"), Stripe, Inc. ("Stripe"), ContextLogic, Inc. ("Wish"), and Amazon Payments, Inc. ("Amazon") (collectively referred to as the "Online Marketplaces"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant domain names, and domain name registrars, shall within three (3) business days of receipt of this Order:

- a. Disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit and infringing goods using the TRT Copyrights, including any accounts associated with Defendants;
- b. Disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the TRT Copyrights; and

- c. Take all steps necessary to prevent links to the Defendant Internet Stores, identified on the Schedule A, from displaying in search results, including, but not limited to, removing links to the Defendant Internet Stores from any search index.

3. Defendants and any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' websites at the online marketplace accounts or other websites operated by Defendants, including, without limitation, the Online Marketplaces, Payment Processors, advertisers, Facebook, Internet Service Providers ("ISP"), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, distributors, shippers, and domain name registrars (collectively, the "Third Party Providers") shall, within five (5) business days after receipt of such notice, provide to Legendary expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:

- a. The identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
- b. The nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the online marketplace accounts, the Defendants' other Seller Aliases and/or websites, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Defendant Internet Stores and other Defendant websites;
- c. Defendants' websites and/or any online marketplace accounts;
- d. Any domain registered by Defendants; and

e. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, Payment Processors or other financial institutions, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

4. Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

5. The Online Marketplaces and all other e-commerce platforms in privity with Defendants, and their respective related companies and affiliates, shall within five (5) business days of receipt of this Order:

- a. Identify and restrain all funds, as opposed to ongoing account activity, in, or which hereafter are transmitted, into the online marketplace accounts related to Defendants as identified on Schedule A, as well as all funds in, or which are transmitted, into (i) any other accounts of the same customer(s), (ii) any other accounts which transfer funds into the same financial institution account(s), any of the other accounts subject to this Order; and (iii) any other accounts tied to or used by any of the Seller Aliases identified on Schedule A;
- b. Provide Plaintiff's counsel with all data which details (i) an accounting of the total funds restrained and the identification of the financial account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) which have been restrained. Such restraining of the funds and the disclosure of

the related financial institution account information shall be made without notice to the account owners until after those accounts are restrained; and,

- c. Prevent the transfer or surrender of any and all funds restrained by this Order for any purpose (other than pursuant to a chargeback made pursuant to the Online Marketplace's security interest in the funds) without the express authorization of this Court.

6. The Payment Processors and any banks, savings and loan associations, third party payment processors, or other financial institutions, for any Defendant or any of Defendants' online marketplace accounts or websites, shall within five (5) business days of receipt of this Order:

- a. Locate all accounts and funds connected to Defendants, Defendants' online marketplace accounts or Defendants' websites, including, but not limited to, any accounts connected to the information listed in Schedule A and the email addresses associated with the Defendants that are identified by either Defendants or third parties; and,
- b. Restrain and enjoin such accounts from receiving, transferring, or disposing of any money or other of Defendants' assets until further ordered by this Court.

7. Legendary may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing and service of process pursuant to Fed.R.Civ.P. 4(f)(3), by electronically publishing a link to the Complaint, this Order and other relevant documents on a website, and/or by sending an email to the email addresses provided for Defendants by third parties that includes a link to said website. The Clerk of Court is directed to issue a single original summons in the name of "Dongguan Ruigao Plastic Products Co., Ltd. and all other Defendants identified on Schedule A to the Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication or email, along with any notice that Defendants receive from domain name registrars and payment processors, shall constitute notice reasonably calculated

under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

8. The Clerk of Court is directed to unseal and documents previously under seal.

9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on five (5) days' notice to Legendary or on shorter notice as set by this Court.

10. The ten thousand dollar (\$10,000) bond posted by Legendary shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: January 11, 2024

A handwritten signature in black ink, reading "Charles P. Kocoras". The signature is written in a cursive, slightly slanted style. The "C" is large and loops around the "h". The "P" is tall and the "K" is prominent. The "o" is small and the "r" is a simple vertical stroke. The "a" is a simple loop and the "s" is a simple horizontal stroke.

Charles P. Kocoras
U.S. District Judge

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JUDGE CHARLES P. KOCORAS

MAGISTRATE JUDGE MARIA VALDEZ

SCHEDULE A TO THE COMPLAINT

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
1	Dongguan Ruigao Plastic Products Co., Ltd.	ruigaoplastic.en.alibaba.com
2	Dongyang Chenchen Jewelry Factory	chenchenshipin.en.alibaba.com
3	Ningxia Runyuankun Import and Export Trading Co., LTD	nxrykjk.en.alibaba.com
4	Shenzhen Ji Mi Technology Co., Ltd.	joymorestore.en.alibaba.com
5	Shenzhen Newstar Electronic Technology Co., Ltd.	sznewstar.en.alibaba.com
6	Shenzhen Tulanduo Technology Co., Ltd.	turanduo.en.alibaba.com/
7	Shenzhen Xuanlemen Technology Co., Ltd.	xuanlemen.en.alibaba.com
8	Shenzhen Yingyan Trading Co., Ltd.	szyingyan.en.alibaba.com
9	Wuhan Missyuan Trading Co., Ltd.	wuhanfanxi.en.alibaba.com/
10	Wuhan Hongbo Mingchuang E-Commerce Co., Ltd.	hongbomingchuang.en.alibaba.com
11	Yangzhou Guan Yue Houseware Co., Ltd.	yzguanyue.en.alibaba.com
12	Yangzhou Yu Chen Textile Products Co., Ltd.	yzycfz.en.alibaba.com
13	Yiwu Guangrong Jewelry Co., Ltd.	guangrongjewelry.en.alibaba.com
14	Yiwu Jingyi E-Commerce Firm	jingyiyw.en.alibaba.com
15	Yiwu Yh Art & Crafts Co., Ltd.	ywyh.en.alibaba.com
16	ALL LUCKLY Store	aliexpress.com/store/1102824028
17	Anime Fan Tshirt Store	aliexpress.com/store/1101730650
18	Anime Nation Store	aliexpress.com/store/1101766142
19	Auto Parts Top Custom Store	aliexpress.com/store/1102995085
20	BASUPPLY PLUSH-TOY Store	aliexpress.com/store/1101418916

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
21	Belidome Dropshipping Shoes Store	aliexpress.com/store/1102764147
22	Bztqq Store	aliexpress.com/store/1102772046
23	Dropshipping -CustomShoes Store	aliexpress.com/store/1103023046
24	Easy To Decorate Store	aliexpress.com/store/1103063655
25	Fanboy Store	aliexpress.com/store/1102196458
26	Hello Dropship Store	aliexpress.com/store/1102046947
27	Home Depot Store	aliexpress.com/store/1102062571
28	LIDUS Bag Store	aliexpress.com/store/1102626048
29	Mlord Store	aliexpress.com/store/1101635903
30	Netflix Store	aliexpress.com/store/1102201175
31	POD Drop Shipping Factory Store	aliexpress.com/store/1102699448
32	Richard Online Store	aliexpress.com/store/1100489559
33	Shop11000164 Store	aliexpress.com/store/1103077435
34	Shop1102786543 Store	aliexpress.com/store/1102787575
35	Shop1102823837 Store	aliexpress.com/store/1102824857
36	Shop1102890608 Store	aliexpress.com/store/1102895521
37	Shop5077401 Store	aliexpress.com/store/1101442553
38	Shop900249486 Store	aliexpress.com/store/1101494150
39	TANAH MERAH Store	aliexpress.com/store/1101285688
40	twoheartsgirl -boutique Store	aliexpress.com/store/1101312096
41	ZYH Bags Store	aliexpress.com/store/1102675479
42	四川亿点钱途电子商务有限公司	amazon.com/sp?ie=UTF8&seller=A2NMMORV8HCXR1
43	AlpamisBayjanov	amazon.com/sp?seller=A2MF6Y2VNBKU6B
44	Fandom Enthusiast Store	amazon.com/sp?seller=A2B6VRWZR7UES7
45	PerfectMT	amazon.com/sp?seller=A37QF85F9GALNT
46	Sinem Ozcubukcu SIOZ	amazon.com/sp?seller=A5EPHUIJZSOIFA
47	Tra Store	amazon.com/sp?seller=A2B7T48YWEMQXR
48	YUBUYU	amazon.com/sp?seller=AM2Q3QJMBL7Z5
49	aishede store	dhgate.com/store/21630893
50	bdadeapp Store	dhgate.com/store/21845211
51	brry Store	dhgate.com/store/19960446
52	coralineny	dhgate.com/store/21810576
53	diaodengfusang store	dhgate.com/store/21634835
54	eyxb Store	dhgate.com/store/21818661
55	flymachine Store	dhgate.com/store/21034678

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
56	ineluls	dhgate.com/store/21692386
57	lianoute Store	dhgate.com/store/21635163
58	mhck Store	dhgate.com/store/21881859
59	mmjyt Store	dhgate.com/store/21815125
60	naichazhu Store	dhgate.com/store/21634921
61	nori Store	dhgate.com/store/20702787
62	popular_toy Store	dhgate.com/store/21820427
63	starw1 Store	dhgate.com/store/21909146
64	tdowntownlady Store	dhgate.com/store/21634495
65	Toy Wholesale Store	dhgate.com/store/21659095
66	ufpiju Store	dhgate.com/store/21826922
67	vewturley	dhgate.com/store/21628312
68	xxuebaochai store	dhgate.com/store/21630765
69	ygf458 Store	dhgate.com/store/21851285
70	yiwang05 store	dhgate.com/store/21269280
71	youngbrother store	dhgate.com/store/21634492
72	Zipitang Store	dhgate.com/store/21635421
73	arttreats4u	ebay.com/usr/arttreats4u
74	BuyBuyEasy Shop	ebay.com/str/buybuyeasyshop
75	lesheydt	ebay.com/str/lesheydt
76	qizhen	ebay.com/str/qizhen
77	sandunl_0	ebay.com/usr/sandunl_0
78	Theresa Noreen	ebay.com/usr/theresa.noreen7286
79	AbbeyGosling	printerval.com/abbeygosling
80	abbilivoti	printerval.com/abbilivoti
81	Aboubacar	printerval.com/aboubacar
82	Alba 1	printerval.com/alba-1
83	AlexisDVaughn	printerval.com/alexisdvaughn
84	Anna Surgan	printerval.com/anna-surgan
85	AnthonyYoung	printerval.com/anthonyyoung
86	Aryel Meireles	printerval.com/aryel-meireles
87	AspenDPreston	printerval.com/aspendpreston
88	Bart Jansen	printerval.com/bart-jansen
89	BartEbdn	printerval.com/bartebden
90	Bhanu Prasad	printerval.com/bhanu-prasad

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
91	Bharat Kumar	printerval.com/bharat-kumar
92	Bhupendra Sharma	printerval.com/bhupendra-sharma
93	Brian Wright	printerval.com/shops/brian-wright
94	CamrynDBurke	printerval.com/camryndburke
95	CarlosDBeck	printerval.com/carlosdbeck
96	Christopher Collins	printerval.com/christopher-collins
97	DavidFlack	printerval.com/davidflack
98	Didi Fad	printerval.com/didi-fad
99	Dr Ravindra Kumar Yalavarti	printerval.com/shops/dr-ravindra-kumar-yalavarti
100	ELarx	printerval.com/elarx
101	Erika Aguilar	printerval.com/erika-aguilar
102	Financiadynasty Internet	printerval.com/financiadynasty-internet
103	Gamma Part-Time	printerval.com/gamma-part-time
104	George Henry	printerval.com/george-henry
105	Gergely Popular Amethyst	printerval.com/gergely-popular-amethyst-s3366
106	GilbertDChambers	printerval.com/gilbertdchambers
107	Greg Newman	printerval.com/greg-newman
108	Guilherme Melo	printerval.com/guilherme-melo
109	Gunjan Verma	printerval.com/gunjan-verma
110	HaileyDSoto	printerval.com/haileydsoto
111	HarryDWiley	printerval.com/harrydwiley
112	Imad Khan	printerval.com/imad-khan
113	IsaacDPowell	printerval.com/issacdpowell
114	Isha Malhotra	printerval.com/isha-malhotra
115	Ivan Alvarez	printerval.com/ivan-alvarez
116	JazmynDBriggs	printerval.com/jazmyndbriggs
117	Kevin Lofton	printerval.com/kevin-lofton
118	MagdalenaDRosales	printerval.com/magdalenadrosales
119	MalcolmDValenzuela	printerval.com/malcolmdvalenzuela
120	MarvinPurvis	printerval.com/marvinpurvis
121	Dannye Lively	printerval.com/shops/dannye-lively
122	NoemiKelly	printerval.com/noemikelley
123	ottercurlew	printerval.com/ottercurlew
124	PiperJones	printerval.com/shops/piperjones
125	Promotional Marionette	printerval.com/promotional-marionette

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
126	ReginaBingham	printerval.com/shops/reginabingham
127	Robert Ntanz	printerval.com/robert-ntanzi
128	Rouse	printerval.com/rouse
129	RowanDBrady	printerval.com/shops/rowandbrady
130	SandraDCisneros	printerval.com/sandradcisneros
131	Seo Yul Park	printerval.com/seo-yul-park
132	Tabloid Associate	printerval.com/tabloid-associate
133	TaylorDRichmond	printerval.com/taylordrichmond
134	Voluminous Guy	printerval.com/voluminous-guy
135	Alababala	temu.com/alababala-m-5684022659811
136	BEST EVER	temu.com/best-ever-m-4810468298871
137	BKBKDIRECT	temu.com/bkbkdirect-m-634418210331281
138	Bonhan	temu.com/bonhan-m-4920433687147
139	BYBY	temu.com/byby-m-191901437479
140	Childrens Day	temu.com/childrens-day-m-5766155659431
141	Excellent Franchise	temu.com/excellent-franchise-m-5841111152325
142	Fabian	temu.com/fabian-m-5046857239545
143	For try Jewelry	temu.com/fortry-m-2574535098325
144	Geekcoco	temu.com/geekcoco-m-5224328041435
145	Global goods	temu.com/global-goods-m-52727208131
146	HJM Tidal current	temu.com/hjm-tidal-current-m-4907077331710
147	JiaJiamink	temu.com/jiajiamink-m-5376399798045
148	JinQiu	temu.com/jinqiu-m-4921260347160
149	kayishipin	temu.com/kayishipin-m-310722672829
150	liushixiongdi	temu.com/liushixiongdi-m-4358606009498
151	llzzll	temu.com/llzzll-m-38628019205
152	LYLL	temu.com/lyll-m-4669803499141
153	Mandi	temu.com/mandi-m-282545839055
154	Put on Jellybeans	temu.com/put-on-jellybeans-m-743933660652
155	RUDEBOY	temu.com/rudeboy-m-634418210878508
156	Sams Art Shop	temu.com/sams-art-shop-m-634418210955153
157	Sirius one	temu.com/sirius-one-m-5309186435365
158	TAJ	temu.com/taj-m-4075074225929
159	Woman flower private nursing	temu.com/woman-flower-private-nursing-m-1921026671224
160	Zhongcheng Huiyue	temu.com/zhongcheng-huiyue-m-318608359950

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
161	BiSignature	wish.com/merchant/64341b2b61f0f0ee3537e0a2
162	fy254tytryh	wish.com/merchant/5d43f01672b0c96380d08b25
163	hzyhhh	wish.com/merchant/5abf2ca14f6b496daca58074
164	Keling Keepsalen saleibetion	wish.com/merchant/5e51f75b38654d370bdb72a6
165	lovebelove	wish.com/merchant/5d3d6062e4b65d3c8c1e7314
166	MGGifts	wish.com/merchant/64546c5f6f235391bb3d119d
167	SDFLKSLFLKFLK	wish.com/merchant/5d58aa0b2736781096177e72
168	tiansasongji	wish.com/merchant/5f607678c60de1438817684d
169	WAN KE PERFET FREE	wish.com/merchant/5ac6403a08a2247e3187ecd0
170	Weicaishan552	wish.com/merchant/5f8bde2567ac9bd65dbe6a7e
171	Xing bo shop	wish.com/merchant/58bee569c0186350f00c2021
172	yangxiaoying04148	wish.com/merchant/606d5ca90e3ac60d46f712b9
173	yuanhaya	wish.com/merchant/60448ac74401fe0f2c7c1660